

**STATE OF ARIZONA
DEPARTMENT OF JUVENILE CORRECTIONS
1624 W. Adams, Phoenix, AZ 85007
NOTICE OF REQUEST FOR QUOTATION**



RFQ# J09026 DUE DATE 12/23/08 TIME: 3:00 pm MST

The terms and conditions on Page 2 of this form should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, **FOB destination, inside delivery, to include delivery charges.** Delivery schedule and discount for early payment shall be indicated in the spaces provided below. **Return the quotation by the above time and date via fax to (602) 542-4992** and mail the signed original to **Arizona Department of Juvenile Corrections, Attn: Linda Conway, RFQ#J09026, 1624 W. Adams, Phoenix, AZ 85007.**

DELIVERY LOCATION: Catalina Mountain School
14500 N. Oracle Road
Tucson, AZ 85738

Description of Material, Service or Construction

The Arizona Department of Juvenile Corrections (Department) is soliciting Quotations for the following:

The Offeror shall provide all labor, materials, equipment and supervision and to perform all work necessary to replace the failing epoxy floor with new ceramic floor tile at the Catalina Mountain School, 14500 N. Oracle Road, Tucson, Arizona 85738, in accordance with the Instructions to Offerors and Terms and Conditions, and Specifications herein for the TOTAL BID PRICE listed below.

Work shall commence on or about February 1, 2009 and shall be totally and finally complete no later than February 23, 2009.

TOTAL BID PRICE: _____

% ARIZONA SALES TAX, STATE, COUNTY, AND CITY _____

All questions regarding this Request for Quotation are to be directed to Linda T. Conway at 602-542-6677.

Delivery shall be made within: _____ Payment Terms: _____

By submitting a quote, in response to this Solicitation, and in accordance with Executive Order 2004-29, I certify that this company is a small business as identified on Page 2, #14.

Signature

Printed Name

Title

Tax License #/Federal Employee Identification #

Company Website

Contact Website

Company Name

Address

City

State

Zip

Phone

Fax

Additionally, please identify if you are a: ☐ Women-Owned ☐ Minority Owned business (51% of the organization is controlled by a recognized Woman or minority group). If minority owned business, identify minority: _____

Your offer is hereby accepted and awarded this _____ day of _____, 2007.

Procurement Administrator

Contract Number

INSTRUCTIONS TO OFFERORS AND TERMS AND CONDITIONS

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1. **SUBMISSION.** **Page 1 of this Request for Quotation** shall be **completed and signed** and returned to the Department's Procurement Office no later than the time indicated.
2. **OPENING.** This is an informal quotation which will not be read at a public opening; however, the information may be publicly reviewed after an award.
3. **STANDARD PROVISIONS.** The State of Arizona's Uniform Terms and Conditions, where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available for review on the Enterprise Procurement Service Office web site www.azeps.az.gov.
4. **TAXES.** The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, shall be indicated in the noted section on the quotation. Identify the tax percent on the line provided. If applicable taxes are not described and itemized on the quote, the State will assume that the price(s) offered includes all applicable taxes.
5. **OFFER REJECTION.** The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.
6. **OFFER ACCEPTANCE PERIOD.** An Offeror submitting a quote in response to this solicitation shall hold its Offer open for 60 days from the due date stated in this solicitation.
7. **BRAND NAMES.** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation.
8. **ERASURES.** Erasures, interlineations or other modifications must be initialed by the individual signing the Request for Quotation.
9. **UNIT PRICE.** Where applicable, in case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price shall govern.
10. **PAYMENT.** The State will make every effort to process payment for the purchase of goods or services within 30 calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than 30 calendar days shall not be considered.
11. **PAYMENT DISCOUNT.** Payment discount periods will be computed from the date of receipt of materials or services or correct invoice, whichever is later, to the date State's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of 30 calendar days or more will be deducted from the bid price in determining the low bid. However, the State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
12. **ARIZONA PROCUREMENT CODE.** The Arizona Procurement Code (A.R.S. Title 41, chapter 23) and its Rules and Regulations (A.A.C. Title 2, Chapter 7), are made a part of this document as if fully set forth herein. Note A.R.S. Title 41, Chapter 23 and A.A.C. Title 2, Chapter 7 are available for review on the Arizona Enterprise Procurement Service Office web site provided above in Item 3.
13. **AMERICANS WITH DISABILITIES ACT.** People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility; requests for special accommodations must be made with 72 hours prior notice. A person requiring special accommodations may contact the Solicitation Contact Person identified on the first page of this Solicitation.
14. **SMALL BUSINESS SET ASIDE.** In accordance with A.R.S § 41-2535 this purchase is restricted to small businesses. As defined by A.A.C. R2-7-101(46), a small business is for-profit or not-for-profit organization, including its affiliates, with fewer than 100 full-time employees or gross annual receipts of less than \$4 million for the last complete fiscal year. By submitting a quote in response to this Solicitation, an Offeror certifies that it is a small business as defined above.
15. **COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT.**
- 15.1 The Contractor warrants compliance with the all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

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- 15.2 A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 15.3 Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 15.4 The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 15.1.
16. **OFFSHORE PERFORMANCE OF WORK PROHIBITED.** Due to security and identity protection concerns, all services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State, shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.
17. **SOLICITATION AMENDMENTS:** The Department is unable to determine what Offerors will be bidding on this solicitation; therefore, prior to Offerors submitting their quote, the Offeror should call the Contract Officer to determine if there are any amendments to this solicitation.
18. **CONTRABAND.** As defined by A.R.S. § 13-2501, "contraband" means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.) Any person who takes into or out of, or attempts to take into or out of, a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the A.R.S. § 13-2514, et. seq. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property or packages.
19. **TOBACCO FREE FACILITY**
- 19.1 The Department is dedicated to providing a health and productive work environment for our employees and youth. Due to the hazards of smoking and exposure to second hand smoke and state law prohibiting tobacco use at safe school sites (secure facilities), the Department shall protect our employees and youth from the dangers of smoking in compliance to ARS § 36-601.01, 02.
- 19.2 All Department Contractors, sub-contractors and vendors shall not have tobacco products inside Department secure facilities. All Department Contractors, sub-contractors and vendors shall not use tobacco products on or about Department secure facility properties which include the parking lots. Tobacco products include:
- 19.2.1 Cigarettes;
- 19.2.2 Cigars;
- 19.2.3 Smokeless tobacco;
- 19.2.4 Chewing tobacco;
- 19.2.5 Snuff.
20. **BACKGROUND CHECK.** Prior to the start of any construction work, the Contractor shall be required to complete a Department Criminal History Information Request form and Fingerprint Information Sheet for any/all personnel (including sub-contractors), prior to them coming onto the property. The Criminal History Information Request forms shall be completed and returned to the attention of ADJC Investigations Unit, Jeff Kirshner, 1624 W. Adams, Phoenix, AZ and the Fingerprint Information Sheet shall be processed per the instructions on the form. The Department or using agency reserves the right to exclude any Contractor's employees who fail to submit this required information or if, as a result of the Department's background check, a finding of undesirable criminal or employment history is found regarding any of the Contractor's employees.
21. **WORK SITE SECURITY.** Prior to departure from any work site, all equipment, tools, and work site SHALL be secured and inspected by a security supervisor. A detailed list of all equipment and tools will assist expedite the clearance process when entering or departing the work site. Noncompliance with this requirement may result in the loss of the privilege to enter the facility
22. **INDEMNIFICATION.** The Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the

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negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnity shall not apply if the Contractor or subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

23. INSURANCE REQUIREMENTS

23.1 The Contractor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

23.2 The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase such additional insurance as may be determined necessary.

23.3 **Minimum Scope and Limits of Insurance.** The Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

23.3.1 Commercial General Liability – Occurrence Form. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

23.3.1.1 General Aggregate \$1,000,000

23.3.1.2 Products – Completed Operations Aggregate \$ 500,000

23.3.1.3 Personal and Advertising Injury \$ 500,000

23.3.1.4 Fire Legal Liability \$ 25,000

23.3.1.5 Blanket Contractual Liability – Written and Oral \$ 500,000

23.3.1.6 Each Occurrence \$ 500,000

23.3.2 Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

23.3.2.1 Combined Single Limit (CSL) \$ 500,000

23.3.2.2 The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."

23.3.3 Worker's Compensation and Employers' Liability

23.3.3.1 Workers' Compensation Statutory

23.3.3.2 Employers' Liability

23.3.3.2.1 Each Accident \$ 100,000

23.3.3.2.2 Disease – Each Employee \$ 100,000

23.3.3.2.3 Disease – Policy Limit \$ 100,000

23.3.3.3 The policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

23.3.3.4 This requirement shall not apply to: Separately, EACH Contractor or subcontractor exempt under A.R.S. 23-901, AND when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

23.4 Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

23.4.1 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

23.4.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

23.4.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

23.5 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Arizona Department of Juvenile Corrections, Procurement Office and shall be sent by certified mail, return receipt requested.

23.6 Acceptability of Insurers. Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

23.7 Verification of Coverage. The Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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- 23.7.1 All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 23.7.2 All certificates required by this Contract shall be sent directly to the Arizona Department of Juvenile Corrections, Procurement Office. The State of Arizona contract number and contract description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- 23.8 Approval. Any modification or variation from the insurance requirements in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- 23.9 Exceptions. In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

SPECIFICATIONS

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CONTRACT NO.

The Arizona Department of Juvenile Corrections (Department) at the Catalina Mountain School, 14500 North Oracle Road, Tucson, Arizona, is requesting bids for replacement of failing floor epoxy with new ceramic floor tile. All work must be coordinated in advance with the Department Administrator, as well as the site maintenance supervisor. Project must be complete and accepted by the Department no later than February 23, 2009.

1 TOTAL BID PRICE: The Contractor shall furnish all equipment, materials, labor and supervision to:

- 1.1 Remove existing epoxy, sweep and clean concrete base floor.
- 1.2 Repair existing concrete floor cracks.
- 1.3 Do all necessary grinding and prep-work to the concrete floor for the installation of new tile, verifying and correcting floor slopes to properly drain floor at a minimum of 1% slope, not to exceed 3% of slope.
- 1.4 Install **approximately 1078 square feet** utilizing 6" x 6" slippery resistant ceramic tile (Daltile, Diablo Red 0T01, quarry textures, or equal), bullnose and required Cove. See drawing, page 8.
- 1.5 Grout tiles with black epoxy.

2 GENERAL INFORMATION. The Contractor shall be responsible for the following:

- 2.1 Removing and properly disposing of debris resulting from the work.
- 2.2 It is the responsibility of the Contractor to visit the location to familiarize themselves with the existing site conditions, specifications and the work required under this RFQ for verification and documentation of equipment existing conditions of kitchen dimensions, sizes or configurations
- 2.3 Site visits must be scheduled by contacting Bill McPheron at 520-449-1525, or Mike Drake at 520-818-3484, ext. 255.
- 2.4 The Contractor shall comply with all OSHA 1910, ADA Specifications, State laws and Local guidelines and insure the work will pass Quality Assurance Inspections.
- 2.5 The Contractor is responsible for repair of damages caused by the Contractor's employees and/or sub-contractor employees, to furniture, building structure and other existing kitchen equipment for the duration of the project, at no cost to the Department.
- 2.6 The Contractor shall use only skilled and qualified people, follow the best and established practices of the trades involved, and use published trade association standards and guidelines, to perform all work.
- 2.7 The Contractor shall be responsible for safety precautions and maintain a clean work site.
- 2.8 After the award is made, the Contractor shall provide a schedule of proposed work to the Department Facilities Management, Jose De La Torre, or his designee.

Catalina Mountain School Kitchen Floor

